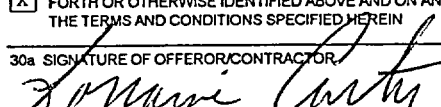
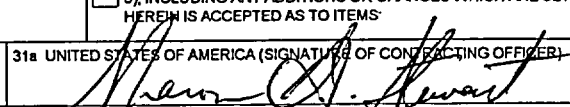


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30				1 REQUISITION NO		PAGE 1 OF 14	
2 CONTRACT NO NRC-21-02-231		3 AWARD/EFFECTIVE DATE <b>SEP 30 2002</b>		4 ORDER NO		5 SOLICITATION NO RS-ASB-02-231	
7 FOR SOLICITATION INFORMATION CALL		a NAME Michael Turner		b TELEPHONE NO (No Collect Calls) (301) 415-6535		6 SOLICITATION ISSUE DATE 8/8/02	
9 ISSUED BY		CODE		10 THIS ACQUISITION IS		11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center No. 1 Two White Flint North - MS T-7-I-2 Washington, DC 20555				<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS 561492 SIZE STANDARD 5 Million		<input type="checkbox"/> SEE SCHEDULE 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						12 DISCOUNT TERMS N/A	
						13b RATING N/A	
15 DELIVER TO		CODE		16 ADMINISTERED BY		CODE	
U.S. Nuclear Regulatory Commission Atomic Safety and Licensing Board Panel ATTN: James Cavanaugh Mail Stop, T3-F-23 Washington DC 20555				U.S. Nuclear Regulatory Commission Div of Contracts Contract Management Center No. 1 Two White Flint North - MS T-7-I-2 Washington, DC 20555			
17a CONTRACTOR/OFFEROR		CODE		18a PAYMENT WILL BE MADE BY		CODE	
Caption Reporters, Inc. ATTN: Lorraine Carter, President 5801 Allentown Road Suite 209 Camp Springs, MD 20746  TELEPHONE NO (301) 316-3131		FACILITY CODE				U.S. Nuclear Regulatory Commission Payment Team, Mail Stop, T-9-H-4 ATTN: NRC-21-02-231 Washington DC 20555	
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	SEE SECTION B.2 FOR SCHEDULE OF SUPPLIES/SERVICES						
25 ACCOUNTING AND APPROPRIATION DATA B&R#: 27D-15-212-204 Job Code#: E7000 BOC#: 252P APPN#: 31X0200.27D Amount Obligated: \$20,000.00						26 TOTAL AWARD AMOUNT (For Govt Use Only) \$64,800.00	
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				29 AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS			
30a SIGNATURE OF OFFEROR/CONTRACTOR				31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
 30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) Lorraine Carter, President				 31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart, Contracting Officer			
30c DATE SIGNED 9-30-02				31c DATE SIGNED 9/28/02			

TEMPLATE - ADM001

ADM002

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA - FAR (48 CFR) 53.212

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## SECTION B - CONTINUATION BLOCK

## B.1 PROJECT TITLE

The title of this project is as follows:

"REAL-TIME CAPTIONING"

## B.2 SUPPLIES OR SERVICES AND PRICES/COSTS

## BASE YEAR

Item No.	Supplies/ Services	Quantity	Unit	Unit Price	Amount
001	Captioning Services - As specified in Section B.4.3(1)				\$36,000.00
002	Hard Copy Transcript - As specified in Section B.4.3(2)				\$28,800.00
003	Electronic Copy ----- Transcript - As specified in Section B.4.3(3)			N/C	N/C
TOTAL AMOUNT - BASE YEAR					\$64,800.00

## OPTION YEAR ONE

004	Captioning Services - As specified in Section B.4.3(1)				\$36,000.00
005	Hard Copy Transcript - As specified in Section B.4.3(2)				\$28,800.00
006	Electronic Copy ----- Transcript - As specified in Section B.4.3(3)			N/C	N/C
TOTAL AMOUNT - OPTION YEAR ONE					\$64,800.00

## OPTION YEAR TWO

007	Captioning Services - As specified in Section B.4.3(1)				\$36,000.00
-----	--	--	--	--	-------------

## NRC-21-02-231 SECTION B

008	Hard Copy Transcript - [REDACTED] As specified in Paragraph B.4.3(2)	\$28,800.00
009	Electronic Copy ----- N/C Transcript - As specified in Section B.4.3(3)	N/C
TOTAL AMOUNT - OPTION YEAR TWO		\$64,800.00
OPTION YEAR THREE		
010	Captioning Services - [REDACTED] As specified in Section B.4.3(1)	\$36,000.00
011	Hard Copy Transcript - [REDACTED] As specified in Section B.4.3(2)	\$28,800.00
012	Electronic Copy ----- N/C Transcript - As specified in Section B.4.3(3)	N/C
TOTAL AMOUNT - OPTION YEAR THREE		\$64,800.00
TOTAL AMOUNT - BASE YEAR AND OPTIONS		\$259,200.00

### B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$64,800.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract

(b) The amount presently obligated with respect to this contract is \$20,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

## B.4 STATEMENT OF WORK

### B.4.1 Background

In keeping with the U.S. Nuclear Regulatory Commission's (NRC) mission to protect the public health and safety in the Nuclear Reactor, Materials and Waste arenas, many public meetings, adjudicatory proceedings, and depositions are held as part of the decision making process in licensing nuclear facilities. These activities are an extremely important and closely scrutinized part of the Commission's daily operations.

The nature of the services are such that delays, errors and other forms of unsatisfactory or poor performance will jeopardize the interests of the Commission and adversely impact its regulatory review process. The subject matter to be captioned during the meetings is very complex and of a highly technical nature primarily in the field of nuclear reactors and nuclear energy. At Advisory Committee for Reactor Safety meetings, there are frequent changes of speakers and, on many occasions, more than one speaker talking at a time. Some meetings are less technical but equally demanding, often extremely informal, portions of which may be highly sensitive or of a confidential nature.

### B.4.2 Scope of Work

The contractor shall provide stenographic-based captioning services for real-time verbatim translation for broadcasting (media streaming) Commission headquarters meetings to the world-wide-web (Internet) and accompanying hard copy transcripts

### B 4.3 Description of Services

(1) CAPTIONING SERVICES: The contractor shall provide the necessary industry standard stenographic equipment, cables, software, computer and personnel trained in stenography with additional specialized training to provide the instant verbatim translation of the spoken word into English text. The contractor shall supply the computer-aided-transcription (CAT) software that is compatible with the NRC PDR885 encoder manufactured by Link, Incorporated. The NRC will provide the RS232 line to feed the text from the contractor's computer to the NRC's encoder. The NRC estimates the use of these services for approximately 30 meetings to be held at the NRC headquarters located at 11555 Rockville Pike, Rockville, Maryland. Each meeting will be approximately four hours. At the opening and close of each of the Commission meetings, the contractor shall provide the following credit, the substance of which applies to the Contractor's actions as well

"Captioning Made Possible by the (insert Contractor's name) in Cooperation with the United States Nuclear Regulatory Commission. Any use of the Captioning Coverage of these meetings for Political or Commercial Purposes is Expressly Prohibited by the Nuclear Regulatory Commission."

(2) HARD COPY TRANSCRIPT: The contractor shall furnish a "next day" hard copy bound transcript which accurately reflects the full and complete transcribed verbatim record, which encompasses a record verbatim of everything spoken or presented during a meeting. The original of the transcript shall be authenticated by an original signature of the Official Reporter reporting the hearing by a certificated page at the end of the transcript that states:

"This is to certify that the attached proceeding before the United States Nuclear Regulatory Commission (NRC) in the matter of. (Name of Meeting) (Place of Proceeding) was held as herein appears, and that this is the original transcript; therefore, the record of the NRC taken by me and thereafter reduced to the written word under the direction of the court reporting company, and that the transcript is a true and accurate record of the foregoing proceeding: /S/ (Signature Typed) Official Reporter Company's Name"

(3) ELECTRONIC COPY TRANSCRIPT: The contractor shall furnish a compatible electronic version in WordPerfect format via floppy disk or CD which is identical to and delivered with the hard copy transcript when required by the Commission at no additional cost.

#### B.4.4 Work Orders

Orders for services required hereunder will be placed or issued by the Project Officer or his authorized representatives at least 48 hours before the start of a meeting. Work Orders will be electronically generated by the requesting NRC Office and will be e-mailed via the Commission Local Area Network (LAN) to the Project Officer. The work order will be reviewed and confirmed by the Project Officer and forwarded on NRC Form 587 (Attachment 2) electronically via the World Wide Web (Internet) E-mail Service or by fax machine to a predetermined Contractor address. The Contractor shall review the work order and complete the appropriate acknowledgment and confirmation sections and return the electronic work order to the address of the Project Officer.

Work orders submitted by the Commission will state the time, date, place of the meeting, Presiding Officer and/or contact person, the title or subject of the proceeding, the estimated duration, the number of copies of transcripts and/or diskettes required, the delivery schedule, pagination instructions to assure the continuation of pagination when applicable, special delivery and packaging and marking instructions, if any, including names and addresses of recipients for hand or mail delivery and/or Internet E-mail address for direct electronic E-mailing of transcripts to recipients, and the name and phone numbers of the person placing the request with the date and other pertinent information as necessary. Work orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and obligations of the Contractor and the Commission respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract, provided that the Contractor shall not be required to make deliveries for orders requiring performance beyond ten (10) calendar days after the expiration of the contract, or any extension thereof.

#### B.4.5 Performance Standards

The accuracy of the captioning services provided under this contract will be the sole responsibility of the contractor. The contractor will be responsible for maintaining computerized dictionaries of NRC terminology and proper spelling of names. The contractor shall maintain the steno-based captioning services for the Real-time verbatim translation (media streaming) level of accuracy at not less than 98.6 percent accuracy at the average rate between 225 to 250 words per minute. The hard copy bound version of the transcribed record shall provide a 100% record of everything spoken during a session. The 1-day original must be delivered by 12:00 PM the next business day following a meeting unless the meeting begins at 2:00 PM or later in which case, delivery is by 12:00 PM the second business day after the meeting was held. Failure to comply with this standard may be grounds for termination. The contractor shall be responsible for responding promptly to complaints or other notices or advice regarding inaccuracies in capturing the spoken word.

#### B 4.6 Reduction Schedule

Failure to make delivery within the times required, furnish transcripts or other services in accordance with the provisions of the contract, or failure to promptly correct deliverables upon notice, and/or correct material deemed by the NRC Project Officer to be illegible or defective will result in a reduction in payment, as follows: If the 1-day delivery is not delivered by 12:00 PM on the next business day (or on the second business day when meetings begin at 2:00 PM or later) payment will be made at the 1-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 1-day rate for each page, as applicable.

**B 4 7 Government Furnished Items**

The Government will furnish the contractor with the following:

- (1) PDR885 encoder manufactured by Link, Incorporated
- (2) RS232 line
- (3) List of acronyms

The NRC will be responsible for encoding and decoding the data, synchronizing the video and data, and transmitting the signal the Internet provider. The NRC will make the best efforts to provide to the contractor advanced copies of publically available background documents that may contain some of the technical words discussed in the meeting as well as a list of speakers that will assist in the preparation and creation of real-time and accurate captions.

**B.5 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1**

- (a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is

Name	James Cavanaugh
Address	U.S. Nuclear Regulatory Commission Atomic Safety and Licensing Board Panel Mail Stop, T-3-F-23 Washington, DC 20555
Telephone Number:	(301) 415-7408

- (b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination

- (c) The project officer may not make changes to the express terms and conditions of this contract.

**B.6 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on the effective date of the contract and will expire twelve (12) months thereafter (Base Period). Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional three (3) one-year option periods.

## SECTION C - CONTRACT CLAUSES

### C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far](http://www.arnet.gov/far)

### C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.



- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793)
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332)

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332)

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

#### **C.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in Section B.5. Such orders may be issued from the effective date of the contract through end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 120 hours for Captioning Services and 4800 pages for Electronic Copy Transcript;

(2) Any order for a combination of items in excess of 120 hours for Captioning Services and 4800 pages for Electronic Copy Transcript;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **C.6 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

#### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

## **C.8 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an Attachment 3 to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

## **C.9 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NUMBER	TITLE
01	Billing Instructions
02	Delivery Order Form - NRC Form 587 Request for Court Reporting Service
03	ACH Vendor Enrollment Form